Consumer Products Protection Plan

Terms and Conditions



Kaley

We're so glad You're here. We'd love to give You a tour of Your protection plan.

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1. Plan Introduction

1.1. Welcome to Your Extend Protection Plan. This document provides Your Plan's details, such as coverage information, instructions on how to file a claim, cancellation policies, and much more. Please reach out to Extend at support@extend.com or (877) 248-7707 should You have any questions. To file a claim, please see Section 6. "How to File a Claim."

2. Your Responsibilities

2.1. It's important that You read these terms and conditions carefully so that You fully understand Your coverage under this Plan. There are some limits, conditions, obligations, and exclusions designed to keep this Plan affordable for You and manageable for Us.

2.2. You must maintain the Covered Product as recommended by the manufacturer, owner's manual or any other warranty included with the Covered Product.

2.3. You must keep this Plan as You may be required to produce it to obtain service. Refer to Your Purchase Confirmation to determine the Contract Term, Coverage Type and other important information that may affect Your coverage under this Plan.

3. Definitions

3.1. **Accidental Damage from Handling ("ADH")**: damage from a single, unexpected, sudden, and unintentional event that results in covered accidental damage to Your Covered Product as described in Section 4. "What is Covered." The use of this coverage requires an explanation of where and when the accident occurred as well as a detailed description of the actual event. Your failure to provide this information may result in claim denial.

3.2. **Administrator**: Extend, Inc., 1710 Keller Parkway #8111, Keller TX 76248, (877) 248-7707, email support@extend.com.

3.3. **Contract Term**: the length of time coverage is provided by this Plan, as shown on Your Purchase Confirmation.

3.4. **Coverage Term**: the period that Your Covered Product is covered by this Plan, which begins upon the later of (i) the date of delivery of Your Covered Product (the first delivery date if Covered Product individual items are shipped separately), or (ii) the purchase date of Your Plan (as shown on Your Purchase Confirmation), and ends after the Contract Term.

3.5. **Coverage Type**: the level of coverage You purchased and shown in the "What's Included in Your Plan" section of Your Purchase Confirmation. For enhanced coverages, such as ADH, a description can be found in Section 4.2.

3.6. **Covered Product**: the product that is covered by this Plan and shown on Your Purchase Confirmation. The covered product may also include multiple eligible products sold under a single Stock Keeping Unit (SKU) number or as a bundle.

3.7. **Deductible**: the applicable deductible, if any, for claims. Any deductibles will be shown on Your Purchase Confirmation.

3.8. **Extend, Our, Us, or We**: the Obligor obligated to perform under this Plan, who may also be a seller of the Plan.

3.9. **Obligor**: Extend Warranty Services Corporation. except in Florida, Oklahoma, and Washington, where the Obligor of this Plan is Extend Protection Corporation. Both are located at 1710 Keller Parkway #8111, Keller TX 76248, (877) 248-7707.

3.10. **Pet**: a cat, dog, bird, fish, rabbit, hamster, guinea pig, gerbil, caged reptile, or caged amphibian kept in the home for companionship purposes.

3.11. **Plan**: this plan, which is a service contract between You and Us, inclusive of the Purchase Confirmation.

3.12. **Plan Price**: the price You paid for this Plan, as shown on Your Purchase Confirmation.

3.13. **Purchase Confirmation**: the purchase confirmation email from Extend or the Selling Retailer or the linked information provided on the sales receipt for the purchase of this Plan.

3.14. **Purchase Price**: the price You paid for the Covered Product excluding sales tax, delivery, installation, and handling, as shown on Your Purchase Confirmation.

3.15. **Selling Retailer**: the entity selling the Covered Product(s) and this Plan as shown on Your Purchase Confirmation.

3.16. **You, Your, or Purchaser**: the purchaser of the Covered Product(s) and this Plan, as shown on Your Purchase Confirmation and any authorized transferee/assignee of the Purchaser.

4. What is Covered

4.1. This Plan covers failures due to a defect in materials or workmanship that is experienced during normal during the Coverage Term. This Plan does not cover any claims that are covered under Your manufacturer warranty, Selling Retailer warranty, maintenance plan, or insurance policy You may have for the Covered Product. **Failures caused by pre-existing conditions are not covered under this Plan.**

4.2. **ENHANCED COVERAGE**: If You purchased enhanced coverage the enhanced Coverage Type will be shown on Your Purchase Confirmation as indicated below:

4.2.1. **ADH**: Your Covered Product is protected against ADH during the Coverage Term. The use of this coverage requires an explanation of where and when the accident occurred as well as a detailed description of the actual event. Failure to provide this information may result in claim denial.

4.2.2. **CATEGORY SPECIFIC COVERAGE, in addition to Section 4. "What is Covered," this Plan also covers:**

4.2.2.1. **Eyewear**,
- 4.2.2.1.1. coverage in Section 4.1. includes:
  - 4.2.2.1.1.1. delamination and/or peeling of sunglass lens coating, bubbles, or imperfections in lens coating,
  - 4.2.2.1.1.2. scratches to scratch-resistant lenses that impair the line of vision, affecting visual acuity.
- 4.2.2.1.2. coverage with ADH includes:
  - 4.2.2.1.2.1. cracked frames and lenses, damaged cosmetic embellishments caused by a single, unintentional accident occurring during normal and intended use of the Covered Product.
  - 4.2.2.1.2.2. cracked frames, lenses & vision-impeding damage.
  - 4.2.2.1.2.3. damage from Pets such as from beaks, teeth, and claws.

5. What is Not Covered

5.1. **The following is not Covered by Your Plan unless specifically provided in Section 4. "What is Covered,"**

5.2. **ALL PRODUCT CATEGORIES**

- 5.2.1. **products not originally covered by a manufacturer or Selling Retailer warranty or with less than an original thirty (30) days manufacturer parts or labor limited warranty,**
- 5.2.2. **accidental damage, unless ADH coverage was offered, purchased and indicated on Your Purchase Confirmation as covered,**
- 5.2.3. **damage or failure that is or should be covered by any manufacturer or Selling Retailer warranty, insurance policy, or other agreement providing the same benefits, or are a result of a recall, regardless of the manufacturer's or retailer's ability to pay for such repairs,**
- 5.2.4. **damage, costs, or problems related to any custom or improper installation or reinstallation of the Covered Product,**
- 5.2.5. **all pre-existing conditions that occur before the Coverage Term and that cause the mechanical or electrical failure of the Covered Product and/or any product sold used if used coverage is not purchased, or "AS-IS," including, but not limited to, floor models, demonstrations models, pre-owned, rental, etc.,**
- 5.2.6. **parts requiring replacement or repairs due to normal wear and tear unless tied to a failure, and items normally designed to be periodically replaced during the life of the Covered Product, including, but not limited to, batteries, light bulbs, projection bulbs, etc.,**
- 5.2.7. **damage from abnormal use, abuse, misuse, mishandling, neglect, improper operation, tampering with, the introduction of foreign objects into the Covered Product, unauthorized modifications, or alterations to a Covered Product, including altered serial numbers,**
- 5.2.8. **damage or failure caused by Your lack of following the manufacturer's instructions for operation, care, storage, cleaning, periodic checkups, or preventive maintenance of the Covered Product,**
- 5.2.9. **external causes of any kind, including third-party actions, fire, theft, insects, animals, exposure to weather, windstorm, sand, dirt, hail, earthquake, flood, water, acts of God, or consequential loss of any nature,**
- 5.2.10. **loss or damage caused by crime, invasion, rebellion, riot, strike, labor disturbance, lockout, or civil commotion,**
- 5.2.11. **theft, mysterious disappearance, misplacement, reckless, abusive, willful, or intentional conduct associated with handling and use of the Covered Product,**
- 5.2.12. **loss or injury to a person or loss or damage to other property or any incidental, contingent, special, or any direct or indirect loss and incidental or consequential damages including, but not limited to, losses incurred due to any or delay in rendering service under this Plan or resulting in loss of use, voiding of the manufacturer warranty or Selling Retailer warranty,**
- 5.2.13. **any product purchased for or used at any time for commercial purposes or on a rental basis unless commercial coverage has been purchased,**
- 5.2.14. **service or replacement outside of the 50 states of the United States of America and the District of Columbia,**
- 5.2.15. **non-functional, non-operating, external or aesthetic parts including, but not limited to, decorative embellishments, plastic parts, knobs, rollers, baskets, glass, housings, insulation, conduit, handles, shelves,**
- 5.2.16. **cosmetic damage such as, but not limited to, nicks, scratches, peeling & dents,**
- 5.2.17. **unauthorized repairs and/or parts and damage caused by unauthorized repair personnel, improper attachments, problems due to improper repairs, transportation damage,**
- 5.2.18. **separately purchased accessories used in conjunction with a Covered Product,**
- 5.2.19. **noises, squeaks, or service where no problem can be found,**
- 5.2.20. **application programs, operating software, other software, loss of data or restoration of programs,**

5.2.21. **any expansion of the channel or frequency range capabilities of the Covered Product, circuit adjustments required to receive any station, service, or adjustments due to changes in external power or water supply, water and power connectors and connections, reception, or normal signal,**

5.2.22. **repair or replacement of upgraded computer components when repair or replacement is required due to incompatibility of parts,**

5.2.23. **failures which are not reported during the Coverage Term.**

5.3. **CATEGORY SPECIFIC EXCLUSIONS:**

5.3.1. **Eyewear:**

5.3.1.1. **damage caused by chemicals, and tarnishing of frames,**

5.3.1.2. **bending or twisting of flexible or titanium frames,**

5.3.1.3. **damage from tampering with elements designed to secure lens and/or arms,**

5.3.1.4. **installation of a non-authorized lens and frame fit issues,**

5.3.1.5. **service, or appointment fees and exam costs.**

6. How to File a Claim

6.1. You must follow all the procedures stated below to be eligible for service under this Plan. Your failure to comply may disqualify Your claim.

6.2. We determine the coverage eligibility of Your Covered Product based on this Plan document, the information You provide to Us when You submit Your claim, and, in some cases, the findings of an authorized technician during a service visit We arrange. Similarly, if an authorized technician finds the nature of the damage to be different from what You report to Us, Your claim might not be covered under this Plan.

6.3. Please contact the Administrator and You will be advised on how to obtain service or a replacement. To do so, email support@extend.com, go online at https://customers.extend.com/claims, or call the toll-free number at (877) 248-7707 during normal business hours.

6.4. **Do not return the Covered Product to the Selling Retailer or obtain unauthorized service without instruction from the Administrator as this Plan will not cover failures or damage resulting from unauthorized service, except as provided for in Section 7.1.2.**

7. Service Procedures and Limit of Liability

Depending on the Covered Product and failure or damage circumstances, at Our discretion, We will either:

7.1. Repair Your Covered Product (on-site, mail-in or local repair service may be available, at Our discretion);

7.1.1. All repairs other than emergency repairs described below, must be authorized by the Administrator before the performance of work or Your claim may be denied. If You refuse service after We have dispatched the repair servicer to Your location, You will be billed for that servicer's applicable trip charge.

7.1.2. If an emergency occurs after normal business hours and We cannot be reached, You can proceed with repairs. If covered under the terms of this Plan, We will reimburse You or the service vendor in accordance with the Plan provisions, up to the Limit of Liability. You must submit all receipts and documentation within 48 hours of the emergency.

7.1.3. If applicable, We recommend that You back up all data on Your Covered Product before obtaining service, as repairs to Your Covered Product may result in the deletion of data.

7.1.4. **SERVICE COSTS, TRIP CHARGES, BREAKDOWN CHARGES, INSPECTION FEES, OR ESTIMATE CHARGES FOR REPAIRS NOT COVERED UNDER THIS PLAN ARE YOUR RESPONSIBILITY.**

7.2. Replace Your Covered Product with a product of like kind, quality, and functionality;

7.2.1. If Your Covered Product or part cannot be repaired, We will replace it with a new or refurbished unit or part (at Our discretion) of like or similar quality up to the Limit of Liability. If the Covered Product is comprised of more than one item sold under a single SKU, We will replace the affected item only. The replacement product may be a future or current version of Your original Covered Product or part. In cases where replacement is not reasonably possible, You will be paid a settlement as described in 7.3.

7.3. Provide a financial credit/settlement in the form of a check, store credit, or a gift card based on the original Purchase Price, not to exceed the Limit of Liability.

7.3.1. The amount of the settlement will be the Purchase Price less any claims costs, not to exceed the Limit of Liability. Your settlement should be redeemed within a reasonable amount of time, not to exceed ninety (90) days after We notify You of Your settlement. Your acceptance of a settlement will complete the coverage and all Our obligations under this Plan for Your Covered Product.

7.4. **Limit of Liability**: **The most We will pay under this Plan during the Coverage Term for all claims is the Purchase Price.**

7.5. **Expiration**: This Plan shall expire and all Our obligations under this Plan fulfilled upon the earliest of the Coverage Term ending, the replacement of Your Covered Product, issuance of a settlement in lieu of replacement, or if the Limit of Liability has been met.

8. Cancellation

8.1. You may cancel this Plan for any reason at any time by contacting Extend at (877) 248-7707, mailing Us notice of cancellation at 440 N. Barranca Ave #4904, Covina, CA 91723, calling. (877) 248-7707, visiting www.extend.com/contact, or emailing support@extend.com. If You request cancellation within 60 days of the date of the Plan purchase date and no claim has been made under the Plan, You will receive a 100% refund of the Plan Price. For any other cancellation request, You will receive a pro-rata refund (based on the elapsed Coverage Term) of the Plan Price, less paid claims under this Plan, and less an administrative fee not to exceed the Plan Price or $50, whichever is less.

8.2. If You cancel this Plan within sixty (60) days from the purchase date, and if no claim has been made under the Plan, then We will pay a ten percent (10%) penalty for each month that a refund is not provided within thirty (30) days of Your notice of cancellation.

8.3. We may not cancel this Plan except for fraud, material misrepresentation, or non-payment by You, or if required to do so by a regulatory authority. A written notice will be provided at least thirty (30) days before cancellation at Your last known address or email address, with the effective date for the cancellation and the reason for cancellation. You will receive a pro-rata refund (based on the elapsed Coverage Term) of the Plan Price, less the costs of paid claims (if any).

8.4. If this Plan was inadvertently sold to You in a jurisdiction where the Plan is not available for sale or on a product which was not intended to be covered by this Plan, We will cancel this Plan and return the full Plan Price to You, less paid claims under this Plan (if any).

9. Conditions

9.1. **Renewal**: Renewal of Your Plan will be at Our discretion.

9.2. **Transferability**: This Plan is transferable by the original Purchaser for the balance of the original Coverage Term. The Covered Product may be registered at https://customers.extend.com with the date of new ownership, new owner's name, complete address, and telephone number for coverage to continue for the new owner. The new owner must reside in the territory shown in Section 9.3. The manufacturer warranty may not be transferable. This Plan does not replace the manufacturer or Selling Retailer warranty and provides no coverage therein, except as noted above.

9.3. **Territories**: The sale of the Plan is limited to the United States of America, including the District of Columbia only. This Plan is not available for sale in Canada or the U.S. Territories of Guam, Puerto Rico, or U.S. Virgin Islands.

9.4. **Subrogation**: If We pay or render service for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay or render service for a loss if You impair these rights to recovery. Your rights to recover from others may not be waived. You will be made whole before We retain any amount We may recover.

10. Legal Disclosures

10.1. **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER**: To the extent permitted by applicable law, You agree that all individual claims or disputes arising from or relating to this Plan, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise and whether Your dispute is with Administrator, Obligor, Selling Retailer, or the insurer listed in Section 10.4. "Insurance" will be settled by impartial arbitration by a single arbitrator (Arbitrator). To initiate arbitration, You must notify the Administrator in writing of Your desire to submit Your issue to arbitration. You are responsible for providing the Administrator with at least three (3) proposed arbitrators. The Administrator has the right to question the proposed arbitrators to confirm neutrality and select any of the three to act as the Arbitrator. If the Administrator demonstrates that none of the three proposed arbitrators are neutral, You may be asked to proffer additional arbitrators until one is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. You agree to abide by the Arbitrator's decision and share the cost of arbitration equally unless the Arbitrator directs otherwise. If this section conflicts with the statutory or regulatory arbitration provision in the state in which this Agreement was purchased, the state's arbitration rules will govern.

10.2. **Entire Agreement**: This Plan along with your Purchase Confirmation, shall constitute the entire Plan relating to Your coverage. These documents will confirm Your eligibility to receive service under this Plan. No verbal or written representations by any Selling Retailer or marketing materials outside of this Plan shall be of any legal effect to this Plan.

10.3. **Severability**: Any provision contained herein which is found to be contrary to applicable laws shall be deemed null and void and the remaining provisions shall continue in full force and effect.

10.4. **Insurance**: Our obligations under this Plan are guaranteed under contractual liability policies issued by Continental Casualty Company and The Continental Insurance Company. Both can be reached at, 151 N. Franklin St., Chicago, IL 60606, (800)

262-2000. If, within 60 days, We have not paid a covered claim, provided You with a refund, or You are otherwise dissatisfied, You may make a direct claim under these contractual liability policies.

10.5. **Payment Limitations**: This Plan and each party's obligations hereunder are subject to applicable law and regulation, including, without limitation, to applicable export control laws and regulations of the United States in all applicable jurisdictions, including economic and trade sanctions administered by the Office of Foreign Assets Control of the United States Department of Treasury ("OFAC"). In furtherance of the foregoing, in no event will We be obligated to make any payment in connection with this Plan that would violate any order, guidance, or other instruction issued by any governing body in the United States (including OFAC), or any other jurisdiction applicable to Us.

11. State Requirements and Disclosures

Alabama: The administrative fee in Section 8.1. is revised to state that it will not exceed the cost of the contract or $25, whichever is less.

Arizona: The Cancellation Provision is revised to state: We may not cancel or void this Plan for any of the following reasons: 1) due to acts or omissions of Us or Our assignees or subcontractors for their failure to provide correct information or their failure to perform the services or repairs provided in a timely, competent and workmanlike manner; 2) Pre-existing conditions that were known or that reasonably should have been known by Us or the person selling the Plan on Our behalf; 3) Prior use or unlawful acts relating to the Covered Product; 4) Misrepresentation by either Us or the person selling the Plan on Our behalf. The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the gross amount paid by You or $50, whichever is less. Claims paid will not be deducted from any refund amount due. We will not exclude pre-existing conditions if such conditions were known or should reasonably have been known by Us or the Selling Retailer. The Arbitration provision, 10.1, is revised to state: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, You may contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Protection. You may directly file any complaint with the A.D.I.F.I. against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20- 1095.09 by contacting the Consumer Protection Division of the A.D.I.F.I. at 602-364-2499.

California: The Cancellation Provision is revised as follows: You may cancel this Plan for any reason at any time by mailing notice to Us at 440 N. Barranca Ave. #4904, Covina, CA 91723. calling (877) 248-7707, visiting www.extend.com/contact, or emailing support@extend.com. If You cancel this Plan within sixty (60) days after Your receipt of the Plan, and no claims have been made, We shall refund or credit You the full Purchase Price of the Plan. If You cancel this Plan within sixty (60) days from receipt of the Plan, and a claim has been made, We shall refund or credit You a pro-rata refund based on elapsed time or an objective measure of use such as the retail value of any service performed. If You cancel this Plan more than sixty (60) days from receipt of the Plan, We shall refund or credit You a pro-rata refund based on elapsed time or an objective measure of use such as the retail value of any service performed, less an administrative fee not to exceed ten percent (10%) of the Purchase Price or $25, whichever is less. If You cancel this Plan, a 10% per annum interest payment for each additional thirty (30) days or a fraction thereof shall be added to a refund that is not paid or credited within 30 days after cancellation.

Colorado: The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the gross provider fee paid by You or $50, whichever is less.

Connecticut: If this Plan is for less than a period of one (1) year, this Plan will be automatically extended while the Covered Product is in Our custody for repair under the terms of this Plan. If You are unable to resolve any disputes arising under this Plan, You may file a formal written complaint with the Consumer Affairs Division of the Connecticut Insurance Department at PO Box 816, Hartford, CT 06142-0816. You are entitled to utilize the Insurance Commissioner's arbitration process to settle any disputes arising under this Plan.

District of Columbia: The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the gross provider fee paid by You or $50, whichever is less.

Florida: The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the unearned pro-rata premium or $50, whichever is less. The rate charged for this Plan is not subject to regulation by the Office of Insurance Regulation. Our license number is: 49935.

Georgia: The Cancellation Provision is revised as follows: If You cancel this Plan within sixty (60) days from the date of purchase, We shall refund or credit You the full Plan Price, decreased by the amount of claims paid under the Plan. If You cancel this Plan more than sixty (60) days from the date of purchase, We shall refund or credit You the prorated Plan Price based on elapsed time of the Plan,

decreased by the amount of claims paid under the Plan, and less an administrative fee not to exceed 10% of the unearned pro-rata Plan Price, or $50, whichever is less. If You cancel this Plan within sixty (60) days from the date of purchase, then We will pay a penalty of ten percent (10%) for each month that a refund is not provided within thirty (30) days of Your notice of cancellation. The Arbitration Provision, 10.1., is revised to state that arbitration is non-binding. In Section 5. What is Not Covered, 5.2.5., is deleted and replaced with the following: all pre-existing conditions known to You that occur before the Coverage Term and that cause the mechanical or electrical failure of the Covered Product and/or any product sold used if used coverage is not purchased, or "AS-IS," including, but not limited to, floor models, demonstrations models, pre-owned, rental, etc.

Illinois: The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the Plan Price or $50, whichever is less.

Maine: The Cancellation Provision is revised as follows: If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has been made under the Plan, then We will pay a monthly penalty of ten percent (10%) of the provider fee outstanding for each month that a refund is not provided within thirty (30) days of Your notice of cancellation. The administrative fee shall not exceed ten percent (10%) of the provider fee paid by You or $50, whichever is less. The Insurance provision, 10.4., is revised as follows: If We fail to pay or provide service on a claim, including any claim for the return of the unearned portion of the provider fee, within 60 days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company.

Maryland: The Cancellation Provision is revised as follows: If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has been made under the Plan, then We will pay a penalty of ten percent (10%) of the value of the consideration paid for the Plan for each month that a refund is not provided within 30 days of Your notice of cancellation. This Plan is extended automatically when We fail to perform the services under the Plan. This Plan does not terminate until the services are provided in accordance with the terms of the Plan.

Michigan: If the Covered Product under this Plan is a home appliance, then the following applies: If the performance of the Plan is interrupted because of a strike or work stoppage at Our place of business, the effective period of the Plan shall be extended for the period of the strike or work stoppage.

Nevada: The Cancellation Provision is revised as follows: If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has been made under the Plan, then We will pay a penalty of ten percent (10%) of the Plan Price for each 30-day period or portion thereof that a refund is not provided within thirty (30) days of Your notice of cancellation. If this Plan has been in effect for at least 70 days, We may not cancel before the expiration of the agreed term or one (1) year after the effective date of the Plan, whichever occurs first, except on any of the following grounds: (a) Failure by the holder to pay an amount when due; (b) Conviction of the holder of a crime which results in an increase in the service required under the Plan; (c) Discovery of fraud or material misrepresentation by the holder in obtaining the service contract, or in presenting a claim for service thereunder; (d) Discovery of: (1) An act or omission by the holder; or (2) A violation by the holder of any condition of the Plan, which occurred after the effective date of the Plan and which substantially and materially increases the service required under the Plan; or (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of the Plan and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Plan was issued or sold. Claims paid will not be deducted from any refund owed. The cancellation fee shall not exceed the Plan Price or $25, whichever is less. If You are not satisfied with the manner in which We are handling a claim under the Plan, You may contact the Nevada Commissioner of Insurance via the toll-free telephone number (888) 872-3234.

New Hampshire: In the event You do not receive satisfaction under this Plan, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, or via telephone: (800) 735-2964. The administrative fee in Section 8.1. is revised to state that it will not exceed ten percent (10%) of the Plan Price or $50, whichever is less.

New Jersey: If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has been made under the Plan, then We will pay a ten percent (10%) penalty, based on the Plan Price, for each month that a refund is not provided within thirty (30) days of Your notice of cancellation. **This service contract is not in the nature of a guaranty or warranty as that term is legally defined and commonly understood.** The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller.

New Mexico: The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the Plan Price or $50, whichever is less. If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has been made under the Plan, then We will pay a penalty of ten percent (10%) of the Plan Price for each thirty-day period or portion thereof that a refund is not provided within thirty (30) days of Your notice of cancellation. If this Plan has been in effect for at least 70 days, We may

not cancel before the expiration of the agreed term or one (1) year after the effective date of the Plan, whichever occurs first, except on any of the following grounds: (1) failure by the holder to pay an amount when due; (2) conviction of the holder of a crime that results in an increase in the service required under the Plan; (3) discovery of fraud or material misrepresentation by the holder in obtaining the Plan or in presenting a claim for service thereunder; or (4) discovery of either of the following if it occurred after the effective date of the Plan and substantially and materially increased the service required under the Plan: (a) an act or omission by the holder; or (b) a violation by the holder of any condition of the Plan. If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 1-855-427-5674.

North Carolina: The Cancellation Provision is revised as follows: We may only cancel this Plan for nonpayment or a direct violation of the Plan by the consumer where the Plan states that the violation of the Plan would subject the Plan to cancellation. The administrative fee shall not exceed ten percent (10%) of the amount of the pro-rata refund or $50, whichever is less.

Oklahoma: The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the unearned pro-rata premium or $50, whichever is less. Oklahoma license number: 514801679. This is not an insurance contract. Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association.

Oregon: Section 10.1. is deleted and replaced as follows: Any decision to settle a dispute by arbitration must be a mutual agreement by the parties. If mutually agreed upon, then arbitration shall be conducted under local rules as required under ORS Chapter 36.

South Carolina: In the event of a dispute with the provider of this contract, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201 or by phone at (800) 768-3467.

Texas: The Insurance provision, 10.4., is revised as follows: You may apply for reimbursement directly with the insurer if a covered service is not provided to You by Us before the 61st day after the date of proof of loss, or a refund or credit is not paid before the 46th day after the date on which You cancel the Plan. The Cancellation Provision is revised as follows: If You cancel this Plan within sixty (60) days from the date of purchase, We shall refund or credit You the full Plan Price, decreased by the amount of claims paid under the Plan. If You cancel this Plan more than sixty (60) days from the date of purchase, We shall refund or credit You the prorated Plan Price based on elapsed time of the Plan, decreased by the amount of claims paid under the Plan, and less an administrative fee not to exceed the cost of this Plan or $50, whichever is less. If You cancel this Plan, then We will pay a penalty of ten percent (10%) of the amount outstanding for each month that a refund is not provided within thirty (30) days of Your notice of cancellation. Unresolved complaints concerning providers and administrators or questions concerning the regulation of service contract providers and administrators may be addressed to the Texas Department of Licensing and Regulation at 920 Colorado, Austin, Texas 78701, or via telephone: (800) 735-2989. The Administrator's license number is #292.

Utah: Section 10.4. is revised to state: If We fail to pay or provide service on any claim under this Plan within sixty (60) days after proof of loss has been filed, or We cease to do business or go bankrupt, You may make a direct claim under Our service contract reimbursement insurance policy. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Property and Casualty Guaranty Association. **Purchase of this product is optional and is not required in order to finance, lease, or purchase a consumer product.** We may not cancel this Plan except for material misrepresentation; substantial change in the risk assumed, unless We should have reasonably foreseen the change or contemplated the risk when entering into the contract; or substantial breach of contractual duties, conditions, or warranties, including non-payment. If We cancel, We will mail to You via first-class mailing written notice at least thirty (30) days in advance, stating the reason and effective date of cancellation. ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

Virginia: If any promise made in the Plan has been denied or has not been honored within sixty (60) days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs to file a complaint at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

Washington: The Arbitration provision, 10.1., is revised to state: Arbitration proceedings may be held at a location in closest proximity to Your permanent residence.

Wisconsin: **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** We may only cancel this Plan for nonpayment of the provider fee, material misrepresentation by You to Us or the Administrator, or

substantial breach of duties by the You relating to the Covered Product or its use. The Cancellation Provision is revised as follows: If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has been made under the Plan, then We will pay a ten percent (10%) penalty of the refund amount outstanding for each month that a refund is not provided within 30 days of Your notice of cancellation. The administrative fee shall not exceed ten percent (10%) of the provider fee or $50, whichever is less. In the event of a total loss of property covered by a service contract that is not covered by a replacement of the property pursuant to the terms of the contract, a service contract holder shall be entitled to cancel the service contract and receive a pro-rata refund of any unearned provider fee, less any claims paid. The Arbitration provision, 10.1., is revised to state that arbitration is non-binding.

Wyoming: The Arbitration provision, 10.1., is deleted in its entirety.